

EXHIBIT A

EPOXY COMMUNICATIONS, INC.
EMPLOYMENT, CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT
AGREEMENT

As a condition of my employment with Epogy Communications, Inc., its subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I hereby acknowledge and agree that:

1. At-Will Employment. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIC TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED, INVALID, AND CANNOT BE RELIED UPON BY ME UNLESS OBTAINED IN WRITING AND SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE COMPANY. I FURTHER UNDERSTAND AND ACKNOWLEDGE THAT I MAY BE TERMINATED BY THE COMPANY AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT THE OPTION OF EITHER THE COMPANY OR MYSELF, WITH OR WITHOUT NOTICE. DURING MY PERIOD OF EMPLOYMENT BY THE COMPANY, I WILL DEVOTE MY BEST EFFORTS TO THE INTERESTS OF THE COMPANY AND WILL NOT ENGAGE IN OTHER EMPLOYMENT OR IN ANY BUSINESS ACTIVITIES DETERMINED BY THE COMPANY TO BE DETRIMENTAL TO THE BEST INTERESTS OF THE COMPANY WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHIEF EXECUTIVE OFFICER OF THE COMPANY. I ALSO AGREE TO PERFORM FOR THE COMPANY SUCH DUTIES AS MAY BE DESIGNATED BY THE COMPANY FROM TIME TO TIME.

2. Prior Work. All previous work done by me for the Company relating in any way to the conception, design, development or support of products for the Company is the property of the Company.

3. Proprietary Information. My employment creates a relationship of confidence and trust between the Company and me with respect to any information:

(a) Applicable to the business of the Company; or

(b) Applicable to the business of any client or customer of the Company, which may be made known to me by the Company or by any client or customer of the Company, or learned by me in such context during the period of my employment.

All of such information has commercial value in the business in which Company is engaged and is hereinafter called "Company Proprietary Information." By way of illustration, but not limitation, Company Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus,

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equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, its respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Third Party Proprietary Information" means proprietary or confidential information of any third party who may disclose such information to Company or me in the course of Company's business. Company Proprietary Information and Third Party Proprietary Information are hereinafter collectively referred to as "Proprietary Information."

4. Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of the Company, its assigns, and its customers and the Company, its assigns and its customers shall be the sole owner of all patents, copyrights, maskworks, trade secrets and other rights in connection therewith. I hereby assign to the Company any rights I may have or acquire in Company Proprietary Information. At all times, both during my employment by the Company and after its termination, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry not as a result of a breach of this Agreement and my own skill, knowledge, know-how and experience to whatever extent and in whatever way I wish provided that such use does not result in the disclosure of Company Proprietary Information or the direct or indirect infringement of any intellectual property right now owned or hereafter acquired by the Company.

5. Return of Materials. Upon termination of my employment or at the request of the Company before termination, I will deliver to the Company all written and tangible material in my possession incorporating the Proprietary Information or otherwise relating to the Company's business. In the event of my termination of employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

6. Inventions. As used in this Agreement, the term "Inventions" means any and all new or useful art, discovery, improvement, technical development, or invention whether or not patentable, and all related know-how, designs, maskworks, trademarks, formulae, processes, manufacturing techniques, trade secrets, ideas, artwork, software or other copyrightable or patentable works.

7. Disclosure of Prior Inventions. I have identified on Exhibit A ("Prior Inventions") attached hereto all Inventions relating in any way to the Company's business or demonstrably anticipated research and development which were made by me prior to my employment with the Company ("Prior Inventions"), and I represent that such list is complete. I represent that I have no rights in any such Inventions other than those Prior Inventions specified in Exhibit A ("Prior Inventions"). If there is no such list on Exhibit A ("Prior Inventions"), I represent that I have made no such Prior Inventions at the time of signing this Agreement.

8. Ownership of Company Inventions; License of Prior Inventions. I hereby assign and agree to assign to the Company or its designee, my entire right, title, and interest in and to all Inventions ("Company Inventions") and any associated intellectual property rights which I may solely or jointly conceive, develop or reduce to practice during the period of my

employment with the Company (a) which relate at the time of conception or reduction to practice of the invention to the Company's business or actual or demonstrably anticipated research or development, or (b) which were developed on any amount of the Company's time or with the use of any of the Company's equipment, supplies, facilities or trade secret information, or (c) which resulted from any work I performed for the Company. I hereby agree promptly to disclose and describe to the Company any and all potentially patentable Company Inventions. I agree to grant the Company or its designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of distribution) to practice all applicable patent, copyright and other intellectual property rights relating to any Prior Inventions which I incorporate, or permit to be incorporated, in any Company Inventions without the prior written consent of the Company. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, such Prior Inventions in any Company Inventions without Company's prior written consent.

9. Name & Likeness Rights, Etc. I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness and biographical information in a manner that is similar to the manner in which such items are typically used in the computer industry.

10. Assignment of Other Rights. In addition to the foregoing assignment of Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Company Invention; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Company Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Company Invention, even after termination of my work on behalf of the Company. "Moral Rights" mean any rights to claim authorship of an invention to object to or prevent the modification of any invention, or to withdraw from circulation or control the publication or distribution of any invention, and any similar right, existing under judicial or statutory law of any country in the world; or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

11. Cooperation in Perfecting Rights to Inventions.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by the Company to permit and assist it, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Inventions hereby assigned to the Company. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents, copyrights, maskworks or other legal proceedings.

(b) In the event that the Company is unable after reasonable efforts to secure my signature to any document required to apply for or execute any patent, copyright, maskwork or other applications with respect to any Company Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and

issuance of patents, copyrights, maskworks or other rights thereon with the same legal force and effect as if executed by me.

12. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company, and I will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

13. Survival. This Agreement (a) shall survive my employment by the Company, (b) does not in any way restrict my right or the right of the Company to terminate my employment at any time, for any reason or for no reason, (c) inures to the benefit of successors and assigns of the Company, and (d) is binding upon my heirs and legal representatives.

14. Nonassignable Inventions. This Agreement does not apply to an invention which qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification.

15. Duty Not to Compete. During my employment, I will not, without the Company's express written consent, undertake planning for or organization of any business activity competitive with the Company's business, or combine or act in concert with employees or representatives of the Company for the purposes of organizing any such competitive business activity. In addition, during my employment, I agree that I will not engage in any employment or business, or invest in or assist in any manner any business, which directly or indirectly competes with the business or future plans of the Company, except for less than a 5% investment in a public company.

16. Non-Solicitation. During the term of my employment with the Company and for a period of two years thereafter, I will not directly or indirectly solicit or encourage any employees, consultants, suppliers, or customers of the Company to terminate or alter their relationship with the Company or cause others to do so.

17. Notification of New Employer. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

18. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

19. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; (iv) by certified or registered mail, return receipt requested, upon verification of

receipt; or (v) by electronic mail to an officer of the Company upon receipt of a return electronic mail from such officer acknowledging my electronic mail. Notice shall be sent to the addresses set forth above or such other address as either party may specify in writing.

20. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

21. Severability. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

22. Waiver. The waiver by the Company of a breach of any provision of this Agreement by me shall not operate or be construed as a waiver of any other or subsequent breach by me.

23. Assignment by Company. The term "Company" shall mean Epogy Communications, Inc, a California corporation (or any subsidiary thereof). The Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns (or any subsidiary thereof).

24. Consulting. For purposes of this Agreement the term "employment" shall also mean any period of consultancy or otherwise contracting with the Company.

25. Entire Agreement. This Agreement represents my entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral. This Agreement may be amended or modified only with the written consent of both me and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

26. Conflict of Interest Guidelines. I agree to diligently adhere to the Conflict of Interest Guidelines attached as Exhibit D hereto.

27. Consent to Personal Jurisdiction. I hereby expressly consent to the personal jurisdiction of the Santa Clara County Superior Court and the United States Federal Court for the Northern District of California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

28. Arbitration and Equitable Relief.

(a) Arbitration. I AGREE THAT ANY DISPUTE OR CONTROVERSY ARISING OUT OF, RELATING TO, OR CONCERNING ANY INTERPRETATION, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL BE SETTLED BY ARBITRATION TO BE HELD IN SANTA CLARA COUNTY, CALIFORNIA, IN ACCORDANCE WITH THE EMPLOYMENT DISPUTE RESOLUTION RULES OF JAMS/ENDISPUTE THEN IN EFFECT. THE ARBITRATOR MAY GRANT INJUNCTIONS OR OTHER RELIEF IN SUCH DISPUTE OR CONTROVERSY. THE DECISION OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES TO THE

ARBITRATION. JUDGMENT MAY BE ENTERED ON THE ARBITRATOR'S DECISION IN ANY COURT HAVING JURISDICTION. EMPLOYEE SHALL PAY A FILING FEE OF TWO HUNDRED DOLLARS AND THE COMPANY SHALL PAY THE REMAINING ARBITRATION COSTS AND EXPENSES. EACH OF US SHALL SEPARATELY PAY OUR COUNSEL FEES AND EXPENSES.

(b) THE PARTIES MAY APPLY TO THE SANTA CLARA COUNTY SUPERIOR COURT AND THE UNITED STATES FEDERAL COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA FOR A TEMPORARY RESTRAINING ORDER, PRELIMINARY INJUNCTION, OR OTHER INTERIM OR CONSERVATORY RELIEF, AS NECESSARY, WITHOUT BREACH OF THIS ARBITRATION AGREEMENT AND WITHOUT ABRIDGEMENT OF THE POWERS OF THE ARBITRATOR.

(c) I UNDERSTAND THAT NOTHING IN SECTION 10 MODIFIES MY AT-WILL STATUS. EITHER THE COMPANY OR I CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

I UNDERSTAND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF MY RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF THE EMPLOYER/EMPLOYEE RELATIONSHIP (EXCEPT AS PROVIDED IN SECTION 10(b) ABOVE), INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING CLAIMS:

i. ANY AND ALL CLAIMS FOR WRONGFUL DISCHARGE OF EMPLOYMENT; BREACH OF CONTRACT, BOTH EXPRESS AND IMPLIED; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING, BOTH EXPRESS AND IMPLIED; NEGIGENT OR INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS; NEGIGENT OR INTENTIONAL MISREPRESENTATION; NEGIGENT OR INTENTIONAL INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE; AND DEFAMATION;

ii. ANY AND ALL CLAIMS FOR VIOLATION OF ANY FEDERAL, STATE OR MUNICIPAL STATUTE, INCLUDING, BUT NOT LIMITED TO, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE CIVIL RIGHTS ACT OF 1991, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE FAIR LABOR STANDARDS ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AND LABOR CODE SECTION 201, *et seq.*;

iii. ANY AND ALL CLAIMS ARISING OUT OF ANY OTHER LAWS AND REGULATIONS RELATING TO EMPLOYMENT OR EMPLOYMENT DISCRIMINATION.

(d) Consideration. I UNDERSTAND THAT EACH PARTY'S PROMISE TO RESOLVE CLAIMS BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT, RATHER THAN THROUGH THE COURTS, IS CONSIDERATION FOR OTHER PARTY'S LIKE PROMISE. I FURTHER UNDERSTAND THAT I AM OFFERED EMPLOYMENT IN CONSIDERATION OF MY PROMISE TO ARBITRATE CLAIMS.

29. I acknowledge and agree to each of the following terms:

(a) I am executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else;

(b) I have carefully read this Agreement. I have asked any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and

(c) I sought the advance of an attorney of my choice if I wanted to before signing this Agreement.

"Company"

"Employee"

EPOXY COMMUNICATIONS, INC.

By:

Homer Chang

Name: Homer Chang

Title: CEO

Date: 9/18/00

By:

Li Shaolin

Name: Shaolin Li

Date: 9/18/00

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Exhibit A

PRIOR INVENTIONS

EXHIBIT A
LIST OF PATENTS/APPLICATIONS

1. U.S. Patent No. 5,781,788
2. U.S. Provisional Patent Application serial no. 60/358,928
3. Any and all patent applications (provisionals and/or non-provisionals) that are not yet drafted or filed, but which could be filed on the Intellectual Property.

INTELLECTUAL PROPERTY PURCHASE AGREEMENT - EPOXY/JNG

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